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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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ANDY HLAVAJ, on behalf of himself
and all others similarly situated,

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Plaintiff,

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v.

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LG ELECTRONICS ALABAMA,
INC., an Alabama corporation; and
DOES 1-50, inclusive,

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Defendants.

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Case No. 5:16-cv-00232-BRO-SP

Assigned to Hon. Sheri Pym for Purposes
of Discovery

**STIPULATED PROTECTIVE
ORDER BETWEEN PLAINTIFF
AND DEFENDANT**

DISCOVERY MATTER

Complaint Filed: October 28, 2015

Notice of Removal Filed: February 5,
2016

1 IT IS HEREBY STIPULATED AND AGREED, by and among counsel for
2 the parties, and subject to the Court's approval, that the following Stipulated
3 Protective Order ("Order") shall govern the designation, disclosure, and use of
4 information, documents or things produced or exchanged in this matter. To protect
5 confidential information in this litigation, the parties, by and through their
6 respective undersigned counsel and subject to the Court's approval, agree as
7 follows:

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9 1. A. PURPOSES AND LIMITATIONS

10 This action will likely require the production of confidential, proprietary, or
11 private information for which special protection from public disclosure and from
12 use for any purpose other than prosecuting this litigation may be warranted.
13 Accordingly, the parties hereby stipulate to and petition the Court to enter this
14 Order. The parties acknowledge that this Order does not confer blanket protections
15 on all productions, disclosures, or discovery responses and that the protection it
16 affords from public disclosure and use extends only to the limited information or
17 items that are entitled to confidential treatment under the applicable legal
18 principles. The parties further acknowledge, as set forth in Section 12.3, below,
19 that this Order does not entitle them to file confidential information under seal;
20 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
21 standards that will be applied when a party seeks permission from the Court to file
22 material under seal.

23

24 B. GOOD CAUSE STATEMENT

25 Given the scope and nature of plaintiff's allegations, the parties are likely to
26 exchange confidential, proprietary, and private information for which special
27 protection from public disclosure and from use for any purpose other than
28 prosecution of this Action is warranted. Such materials and information consist of,

1 among other things, employment records such as personnel files, pay stubs, tax and
2 other identifying information (all of which implicates privacy rights of third parties),
3 as well as defendant's confidential business and financial information, information
4 regarding defendant's confidential business practices, and information that is
5 generally unavailable to the public, or which may be privileged or otherwise
6 protected from disclosure under state or federal statutes, court rules, case decisions,
7 or common law. Accordingly, to expedite the flow of information, to facilitate the
8 prompt resolution of disputes over confidentiality of such materials, to adequately
9 protect information the parties are entitled to keep confidential, to ensure that the
10 parties are permitted reasonable necessary uses of such material in this Action, to
11 address the handling of such material at the end of the litigation, and to serve the
12 ends of justice, a protective order is justified in this Action. It is the intent of the
13 parties that information will not be designated as confidential for tactical reasons
14 and that nothing be so designated without a good faith belief that it has been
15 maintained in a confidential, non-public manner, and there is good cause why it
16 should not be part of the public record of this case.

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18 2. DEFINITIONS

19 2.1 Action: *Hlavaj v. LG Electronics Alabama, Inc.*, United States
20 District Court for the Central District of California Case No. 5:16-cv-00232-
21 BRO-SP.

22 2.2 "ATTORNEYS' EYES ONLY" Information or Items: information
23 (regardless of how it is generated, stored or maintained) or tangible things that
24 qualify for protection under Federal Rule of Civil Procedure 26(c), as specified
25 above in the Good Cause Statement, and the disclosure of which is likely to harm

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1 the Producing Party's competitive position. Such information includes trade
2 secrets and other highly confidential business and financial information.

3 2.3 Challenging Party: a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 2.4 "CONFIDENTIAL" Information or Items: information (regardless of
6 how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
8 the Good Cause Statement.

9 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
10 their support staff).

11 2.6 Designating Party: a Party or Non-Party that designates information or
12 items that it produces for use in settlement discussions, in disclosures, or in
13 discovery responses as "ATTORNEYS' EYES ONLY" or "CONFIDENTIAL."

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its Counsel to serve as
16 an expert witness or as a consultant in this Action.

17 2.8 House Counsel: attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.9 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this Action.

22 2.10 Outside Counsel of Record: attorneys who are not employees of a
23 Party but are retained to represent or advise a Party and who have appeared in this
24 Action on behalf of that Party or are affiliated with a law firm that has appeared on
25 behalf of that Party, including the law firm's support staff.

26 2.11 Party: any party to this Action. For purposes of production and
27 designation of Production Material under this Protective Order, a Party includes all
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1 of its officers, directors, employees, consultants, retained experts, and Outside
2 Counsel of Record (and their respective support staffs).

3 2.12 Producing Party: a Party or Non-Party that produces Production
4 Material in this Action.

5 2.13 Production Material: all items or information, regardless
6 of the medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that are produced
8 or generated for use in settlement discussions, in disclosures, or in discovery
9 responses in this Action.

10 2.14 Professional Vendors: persons or entities that provide litigation
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 2.15 Protected Material: any Production Material that is designated as
15 “ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL.”

16 2.16 Receiving Party: a Party that receives Production Material from a
17 Producing Party.

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19 3. SCOPE

20 The protections conferred by this Order cover not only Protected Material (as
21 defined above), but also (1) any information copied or extracted from Protected
22 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
23 and (3) any testimony, conversations, or presentations by Parties or their Counsel
24 that might reveal Protected Material.

25 Any use of Protected Material at trial shall be governed by the orders of the
26 trial judge. This Order does not govern the use of Protected Material at trial.

1 4. **DURATION**

2 Even after final disposition of this litigation, the obligations imposed by this
3 Order shall remain in effect until a Designating Party agrees otherwise in writing or
4 a court order otherwise directs. Final disposition shall be deemed to be the later of
5 (1) dismissal of all claims and defenses in this Action, with or without prejudice;
6 and (2) final judgment herein after the completion and exhaustion of all appeals,
7 rehearings, remands, trials, or reviews of this Action, including the time limits for
8 filing any motions or applications for extension of time pursuant to applicable law

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10 5. **DESIGNATING PROTECTED MATERIAL**

11 5.1 **Exercise of Restraint and Care in Designating Material for Protection.**
12 Each Party or Non-Party that designates information or items for protection under
13 this Order must take care to limit any such designation to specific material that
14 qualifies under the appropriate standards. The Designating Party must designate for
15 protection only those parts of material, documents, items, or oral or written
16 communications that qualify so that other portions of the material, documents,
17 items, or communications for which protection is not warranted are not swept
18 unjustifiably within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations
20 that are shown to be clearly unjustified or that have been made for an improper
21 purpose (e.g., to unnecessarily encumber the case development process or to
22 impose unnecessary expenses and burdens on other parties) may expose the
23 Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection, the Designating Party must
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Production Material that qualifies for protection under this
4 Order must be clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic
7 documents, but excluding transcripts of depositions or other pretrial or trial
8 proceedings), that the Producing Party affix at a minimum, the legend
9 “ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL,” as applicable, to each page
10 that contains protected material.

11 A Party or Non-Party that makes original documents available for inspection
12 need not designate them for protection until after the inspecting Party has indicated
13 which documents it would like copied and produced. During the inspection and
14 before the designation, all of the material made available for inspection shall be
15 deemed either “ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL,” as
16 applicable. After the inspecting Party has identified the documents it wants copied
17 and produced, the Producing Party must determine which documents, or portions
18 thereof, qualify for protection under this Order. Then, before producing the
19 specified documents, the Producing Party must affix the “ATTORNEYS’ EYES
20 ONLY” or “CONFIDENTIAL” legend to each page that contains Protected
21 Material.

22 (b) for testimony given in depositions, that the Designating Party
23 identifies the Production Material and all protected testimony on the record, or in a

24 (c) subsequent writing delivered to all Parties within three (3) days of the
25 Designating Party’s receipt of the official deposition transcript.

26 (d) for information produced in some form other than documentary and
27 for any other tangible items, that the Producing Party affix in a prominent place on

1 the exterior of the container or containers in which the information is stored the
2 legend “ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL,” as applicable.

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party’s right to secure protection under this Order for such
6 material. Upon timely correction of a designation, the Receiving Party must make
7 reasonable efforts to assure that the material is treated in accordance with the
8 provisions of this Order.

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10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court’s
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the
15 dispute resolution process under Local Rule 37.1, et seq.

16 6.3 The burden of persuasion in any such challenge proceeding shall be
17 on the Designating Party. Frivolous challenges, and those made for an improper
18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
19 parties) may expose the Challenging Party to sanctions. Unless the Designating
20 Party has waived or withdrawn the confidentiality designation, all parties shall
21 continue to afford the material in question the level of protection to which it is
22 entitled under the Producing Party’s designation until the Court rules on the
23 challenge.

24

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use “CONFIDENTIAL”
27 Information that is disclosed or produced by another Party or by a Non-Party in
28 connection with this Action only for prosecuting, defending, or attempting to settle

1 this Action. Such Protected Material may be disclosed only to the categories of
2 persons and under the conditions described in this Order. When the Action has
3 been terminated, a Receiving Party must comply with the provisions of section 13
4 below (FINAL DISPOSITION).

5 A Receiving Party's Outside Counsel of Record (and their support staff) may
6 use "ATTORNEYS' EYES ONLY" Information that is disclosed or produced by
7 another Party or by a Non-Party in connection with this Action only for
8 prosecuting, defending, or attempting to settle this Action. Such "ATTORNEYS'
9 EYES ONLY" Information may be disclosed only to the categories of persons and
10 under the conditions described in this Order.

11 Protected Material must be stored and maintained at a location and in a
12 secure manner that ensures that access is limited to the persons authorized under
13 this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
15 otherwise ordered by the Court or permitted in writing by the Designating Party,
16 a Receiving Party may disclose any information or item designated
17 "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as
19 well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of
22 the Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action and who have signed the
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;

1 (f) Professional Vendors to whom disclosure is reasonably necessary for
2 this Action and who have signed the “Acknowledgment and Agreement to Be
3 Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) deponents, and their attorneys, in the Action to whom disclosure is
7 reasonably necessary provided that: (1) the deposing party requests that the witness
8 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) they
9 will not be permitted to keep any confidential information unless otherwise agreed
10 to by the Designating Party or ordered by the Court. Pages of transcribed
11 deposition testimony or deposition exhibits that reveal “CONFIDENTIAL”
12 Information may be separately bound by the court reporter and may not be
13 disclosed to anyone except as permitted under this Order; and

14 (i) any mediator or settlement officer, and their supporting personnel, that
15 the parties engage to facilitate settlement discussions and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

17 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.

18 Unless otherwise ordered by the Court or permitted in writing by the
19 Designating Party, a Receiving Party’s Outside Counsel of Record may
20 disclose any information or item designated “ATTORNEYS’ EYES
21 ONLY” only to:

22 (a) employees of said Outside Counsel of Record to whom it is reasonably
23 necessary to disclose such information for this Action;

24 (b) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action and who have signed the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (c) the Court and its personnel;

1 (d) court reporters and their staff;

2 (e) Professional Vendors to whom disclosure is reasonably necessary for

3 this Action and who have signed the “Acknowledgment and Agreement to Be

4 Bound” (Exhibit A);

5 (f) the author or recipient of a document containing the information or a

6 custodian or other person who otherwise possessed or knew the information;

7 (g) deponents, and their attorneys, in the Action to whom disclosure is

8 reasonably necessary provided that: (1) the deposing party requests that the witness

9 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), (2) they will

10 not be permitted to keep any such information unless otherwise agreed to by the

11 Designating Party or ordered by the Court, and (3) all persons who are not

12 otherwise permitted by this Order to view the information are not present for the

13 relevant portion of the deponent’s testimony. Pages of transcribed deposition

14 testimony or deposition exhibits that reveal “ATTORNEYS’ EYES ONLY”

15 information may be separately bound by the court reporter and may not be

16 disclosed to anyone except as permitted under this Order; and

17 (h) any mediator or settlement officer, and their supporting personnel, that

18 the parties engage to facilitate settlement discussions and who have signed the

19 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

20

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

22 IN OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation

24 that compels disclosure of any Protected Material, that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification

26 shall include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order

28 to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Order. Such notification shall include a copy
2 of this Order; and

3 (c) cooperate with all reasonable procedures that the Designating Party
4 pursues to protect the confidentiality of its Protected Material.

5 (d) If the Designating Party timely seeks a protective order, the Party
6 served with the subpoena or court order shall not produce any information
7 designated in this action as either “ATTORNEYS’ EYES ONLY” or
8 “CONFIDENTIAL” before a determination by the court from which the subpoena
9 or order issued, unless the Party has obtained the Designating Party’s permission.
10 The Designating Party shall bear the burden and expense of seeking protection in
11 that court of its confidential material and nothing in these provisions should be
12 construed as authorizing or encouraging a Receiving Party in this Action to
13 disobey a lawful directive from another court.

14

15 9. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a
17 Non-Party in this Action and designated as either “ATTORNEYS’ EYES ONLY”
18 or “CONFIDENTIAL.” Such information produced by Non-Parties in connection
19 with this litigation is protected by the remedies and relief provided by this Order.
20 Nothing in these provisions should be construed as prohibiting a Non-Party from
21 seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
23 produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s
25 confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-
2 Party that some or all of the information requested is subject to a confidentiality
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of this Order, the
5 relevant discovery request(s), and a reasonably specific description of the
6 information requested; and

7 (3) make the information requested available for inspection by the
8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this Court within
10 14 days of receiving the notice and accompanying information, the Receiving Party
11 may produce the Non-Party's confidential information responsive to the discovery
12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
13 not produce any information in its possession or control that is subject to the
14 confidentiality agreement with the Non-Party before a determination by the Court.
15 Absent a court order to the contrary, the Non-Party shall bear the burden and
16 expense of seeking protection in this Court of its Protected Material.

17
18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
20 Protected Material to any person or in any circumstance not authorized under this
21 Order, the Receiving Party must immediately (a) notify in writing the Designating
22 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
23 unauthorized copies of the Protected Material, (c) inform the person or persons to
24 whom unauthorized disclosures were made of all the terms of this Order, and (d)
25 ask such person(s) to execute the "Acknowledgment and Agreement to Be Bound"
26 that is attached hereto as Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other
5 protection, the obligations of the Receiving Parties are those set forth in Federal
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for
8 production without prior privilege review. Pursuant to Federal Rule of Evidence
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
10 of a communication or information covered by the attorney-client privilege or work
11 product protection, the parties may incorporate their agreement in the stipulated
12 protective order submitted to the court.

13

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Order, no Party waives any right it otherwise would have to object to disclosing or
19 producing any information or item on any ground not addressed in this Order.
20 Similarly, no Party waives any right to object on any ground to use in evidence of
21 any of the material covered by this Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material
24 may only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. If a Party's request to file Protected Material
26 under seal is denied by the Court, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the Court.

1 13. **FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in section 4 of this Order,
3 within 60 days of a written request by the Designating Party, each Receiving Party
4 must return all Protected Material to the Producing Party or destroy such material.
5 As used in this section, “all Protected Material” includes all copies, abstracts,
6 compilations, summaries, and any other format reproducing or capturing any of the
7 Protected Material. Whether the Protected Material is returned or destroyed, the
8 Receiving Party must submit a written certification to the Producing Party (and, if
9 not the same person or entity, to the Designating Party) by the 60-day deadline that
10 affirms that the Receiving Party has not retained any Protected Material.

11 Notwithstanding this provision, all Outside Counsel of Record in this Action are
12 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
13 and hearing transcripts, legal memoranda, correspondence, deposition and trial
14 exhibits, expert reports, attorney work product, and consultant and expert work
15 product, even if such materials contain Protected Material. Any such archival
16 copies that contain or constitute Protected Material remain subject to this Order as
17 set forth in Section 4 (DURATION).

18

19 14. **VIOLATIONS OF ORDER**

20 Any violation of this Order may be punished by any and all appropriate
21 measures including, without limitation, contempt proceedings and/or monetary
22 sanctions.

23

24 **IT IS SO STIPULATED AND AGREED.**

25

26 [SIGNATURES ON FOLLOWING PAGE]

27

Dated: May 23, 2016

HOGAN LOVELLS US LLP

By: /s/ Robin J. Samuel
Robin J. Samuel

*Attorneys for Defendant
LG Electronics Alabama, Inc.*

Dated: May 23, 2016

LAW OFFICES OF LOUIS BENOWITZ

By: /s/ Louis Benowitz
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Dated: May 23, 2016

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Attorneys for Plaintiff Andy Hlavaj

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: May 25, 2016


The Honorable Sheri Pym
United States Magistrate Judge

Attestation

Pursuant to Central District of California Local Rule 5-4.3.4, I hereby attest that all other signatories listed herein, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

By: /s/ Robin J. Samuel

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [complete address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____